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December 29, 1998

Chicago Title Company  
16969 Von Karman, Suite 200  
Irvine, CA 92606  
Attn: Lorri Beasley, Escrow No. 7326026-M19

Re: Closing of Escrow No. 7326026-M19

Ladies and Gentlemen:

This letter constitutes closing instructions on behalf of Boeing Realty Corporation, a California corporation (formerly known as McDonnell Douglas Realty Company) ("Seller"), and McDonnell Douglas Corporation, a Maryland corporation ("MDC"), in connection with the Agreement for Purchase and Sale of Real Property and Escrow Instructions dated as of March 31, 1997, as amended (the "Purchase Agreement"), between Seller and Vestar Development Co., Inc., an Arizona corporation (whose interests under the Purchase Agreement have been assigned to Vestar California XXII, L.L.C., an Arizona limited liability company ("Buyer")). All capitalized terms used in this letter not otherwise defined herein shall have the same meanings as they have in the Purchase Agreement.

You should have received the following original, signed documents for your use in closing the Escrow:

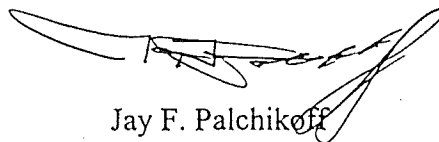
1. Declaration of Restrictive Covenants by Seller;
2. Declaration of Easements, Covenants, Conditions and Restrictions by Seller (with a Consent and Agreement to be signed by Buyer) ("CC&Rs");
3. Grant Deed from Seller to Buyer;
4. Environmental Indemnity between Seller and Buyer (two originals);
5. Guaranty between MDC and Buyer (two originals);
6. General Assignment from Seller to Buyer (two originals);
7. 1099 Designation (three originals);

8. Certificate of Non-Foreign Status from Seller to Buyer;
9. Seller State Tax Withholding Certificate from Seller to Buyer;
10. Declaration of Easements, Covenants, Conditions and Restrictions by Seller (with a Consent and Agreement to be signed by Buyer);
11. Two (2) Estoppel Certificates by Seller for the benefit of AutoNation USA Corporation;
12. Two (2) Estoppel Certificates by Seller for the benefit of Office Depot, Inc.; and
13. Two (2) Estoppel Certificates by Seller for the benefit of Extended Stay, CA, Inc.

I hereby instruct you to use all of the enclosed documents to close the Escrow immediately pursuant to the provisions of the Purchase Agreement and additional escrow instructions you have received from Seller and Buyer. In closing the Escrow, please record the Declaration of Restrictive Covenants, CC&Rs and Grant Deed in that order (please insert the recording information called for in the Grant Deed before recording that document). Then, please distribute the enclosed documents to the appropriate parties (please transmit to me on behalf of Seller, including conformed copies of the recorded documents).

The instructions set forth in this letter shall be effective only through 5:00 p.m., California time, on Thursday, December 31, 1998. If, for any reason, you are unable to fulfill all of the foregoing instructions by that time, you are instructed to take no further action until you receive further written instructions from me. If you have any questions or comments about these instructions, please call me immediately.

Regards,



Jay F. Palchikoff

JFP/dr

cc: Stephen J. Barker